

OIL AND GAS LEASE - NO SURFACE RIGHTS

This Oil and Gas Lease (this "Lease") is entered on this 20th day of November, 2008, by Kevin W. Vann, J.C.D., D.D., Bishop of the Catholic Diocese of Fort Worth (hereafter called the "Lessor") whose address is The Catholic Center, 800 W. Loop 820 South, Fort Worth, Texas 76108-2919 and Carrizo Oil & Gas, Inc. (hereafter called the "Lessee"), whose address is 1000 Louisiana Street, Suite 1500, Houston, Texas 77002.

1. **Grant.** In consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the **Lessor** grants and leases exclusively unto the **Lessee** the subsurface starting at 500 feet below the surface of the **Land** described in the attached **Exhibit "A"** (hereafter called the "**Land**") in Tarrant County, Texas, for the sole purpose of exploring, drilling, operating and producing oil and gas from the **Land**, by pooling the **Land** with a drill site not located on the **Land**. This **Lease** also covers and includes all land owned or claimed by the **Lessor** adjacent or contiguous to the **Land** particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not within the boundaries of the **Land** particularly described above, including the minerals owned by the **Lessor** located in streets, roads, alleys, easements, and rights-of-way adjacent to **Lessor's** lands.

The agreed acreage for the purpose of computing the **Lessor's** fractional share of bonus, royalty and other payments shall also include the **Lessor's** proportional share of any street, alley, highway, railroad, canal, river, body of water adjacent to or contained within the subdivision, or, if property is not included in a Subdivision, any such acreage immediately adjacent to the **Lessor's** property. Upon written request from the **Lessor**, the **Lessee** will provide the **Lessor** with documentation of the title and other details used to arrive at the royalty interest of the **Lessor**.

2. **Primary Term.** This **Lease** is for a term of one (1) year from this date (called the "**Primary Term**") and so long thereafter as oil or gas is produced from the **Land** in paying quantities or this **Lease** is otherwise maintained according to the provisions herein.

3. **Minerals Covered.** This **Lease** covers only oil and gas. The term "oil and gas" means oil, gas, and other liquid and gaseous hydrocarbons produced through a well bore. There is reserved and excepted from this **Lease** and reserved to the **Lessor**, his successors in office or assigns, all other minerals not specially included in the previous definitions of "oil and gas".

4. **Royalty.**

a. As royalties, the **Lessee** agrees:

i. To deliver free of cost to the **Lessor** at the wells or to the credit of the **Lessor** at the pipeline to which the wells may be connected, (26%) (the "**Royalty Percentage**") of all oil and other liquid hydrocarbons produced and saved from the **Land**. At the **Lessor's** option, which may be exercised from time to time, the **Lessee** shall pay to the **Lessor** the same part of the market value at the well of oil and other liquid hydrocarbons produced and sold from the **Land**.

ii. To pay to the **Lessor**:

(1) On gas produced from the **Land** and sold by the **Lessee** or used off the **Land** and to which the following subparagraphs (2) and (3) do not apply, the **Royalty Percentage** of the market value at the point of sale, use, or other disposition.

(2) On gas produced from the **Land** that is processed in a processing plant in which the **Lessee** or an affiliate of the **Lessee** has a direct or indirect interest, the higher of the **Royalty Percentage** of the market value of the gas at the inlet to the processing plant, or the **Royalty Percentage** of the market value of all processed liquids saved from the gas at the plant plus the **Royalty Percentage** of the market value of all residue gas at the point of sale, use, or other disposition.

(3) On gas produced from the **Land** that is processed in facilities other than a processing plant in which the **Lessee** or an affiliate of the **Lessee** has a direct or indirect interest, the **Royalty Percentage** of the market value at the plant of all processed liquids credited to the account of the **Lessee** and attributable to the gas plus the **Royalty Percentage** of the market value of all residue gas at the point of sale, use, or other disposition.

b. The market value of gas will be determined at the specified location by reference to the gross heating value (measured in British thermal units) and quality of the gas. The market value used in the calculation of oil and gas royalty will be the total proceeds received by the **Lessee** in connection with the sale, use, or other disposition of the oil or gas produced or sold. For purposes of this paragraph, if the **Lessee** receives from a purchaser of oil or gas any reimbursement for all or any part of severance or production taxes, then the reimbursement will be added to the total proceeds received by the **Lessee**.

c. The **Lessor's** royalty will never bear, either directly or indirectly, any part of the costs or expenses incurred prior to the point of sale to the first non-affiliate of the **Lessee**, including, but not limited to, production, separation, gathering, dehydration, compression, transportation, trucking, processing, treatment, storage, marketing or any part of the costs of construction, operation, or depreciation of any plant or other facilities or equipment used in the handling of oil or gas produced from the **Land** or acreage pooled therewith.

d. The **Lessor** shall be paid the **Royalty Percentage** of all payments and other benefits made under any oil or gas sales contract or other arrangement, including take-or-pay payments and payments received in settlement of disputes; provided that if the **Lessor** receives a take-or-pay payment or similar payment for gas that has not been produced, and if the gas is subsequently produced, the **Lessor** will only receive its **Royalty Percentage** of any payments made for make-up gas taken pursuant to the take-or-pay provision or similar provision.

e. If oil or gas produced from the **Land** is sold by the **Lessee** pursuant to an arms-length contract with a purchaser that is not an affiliate of the **Lessee**, and the contract provides for net proceeds to be paid to the **Lessee** that equal or exceed the market value of the gas at the point of delivery to the purchaser at the time the contract is made, and for a term no longer than that which is usual and customary in the industry at the time the contract is made, then the market value of the oil or gas sold pursuant to the contract shall be the total proceeds received by the **Lessee** in the sale, subject to the provisions of paragraph 4(b) above.

f. As used in this paragraph, "affiliate" means (i) a corporation, joint venture, partnership, or other entity that owns all or a portion of the **Lessee** or in which the **Lessee** owns all or a portion of such entity; or (ii) a corporation, joint venture, partnership, or other entity that has common ownership with the **Lessee**. The term "**Lessee**" includes any entity that a **Lessee** has sold, assigned, transferred or conveyed of any or all interest in or to this **Lease**.

g. The **Lessee** must disburse or cause to be disbursed to the **Lessor** its royalty on production from a particular well not later than one hundred twenty (120) days after the month of completion of the well, in the case of an oil well, or after the month of the pipeline connection, in the case of a gas well. Thereafter, the **Lessee** must disburse or cause to be disbursed to the **Lessor** its royalty on production by the last day of the second (2nd) month after the month of production. If not paid when due, the **Lessor's** royalty will bear interest at the maximum lawful rate from due date until paid, which amount the **Lessee** agrees to pay.

h. Acceptance by the **Lessor** of royalties that are past due will not act as a waiver or estoppel of its right to receive interest due thereon unless the **Lessor** expressly so provides in writing signed by the **Lessor**.

i. The receipt by the **Lessee** from a purchaser or a pipeline company of proceeds of production for distribution to the **Lessor** will not result in the **Lessee** acquiring legal or equitable title to those proceeds, but the **Lessee** will at all time hold the proceeds in trust for the benefit of the **Lessor**. Notwithstanding the insolvency, bankruptcy, or other business failure of a purchaser of production from the **Land** or pipeline company transporting production from the **Land**, the **Lessee** will remain liable for payment to the **Lessor** for, and agrees to pay the **Lessor** all royalties due the **Lessor** together with interest if not timely paid.

5. **Shut-in Royalty.** After the **Primary Term**, if there is/are an oil or gas well or wells on this **Lease** including lands pooled therewith capable of producing in paying quantities,

which for a horizontal Barnett Shale well shall include circumstances where the well has been drilled and production casing landed and cemented, but oil or gas is not being sold from any well included in the pooled unit containing the Land and this **Lease** is not otherwise being maintained, the **Lessee** shall pay or tender in advance an annual royalty of Twenty Five Dollars (\$25.00) per acre covered by this **Lease** within the **Retained Tract**. Payment with respect to a well will be due within ninety (90) days after the well is shut-in. While royalty payments are timely and properly paid, this **Lease** will be held as a producing lease. The right of the **Lessee** to maintain this **Lease** in force by payment of shut-in gas royalty is limited to five (5) years in the aggregate, during times all wells included in the pooled unit containing the Land are actually and physically shut in. The obligation of the **Lessee** to pay shut-in royalty is a condition and not a covenant. However, if shut ins are not properly or timely paid, Lessor shall provide Lessee written notice outlining the relevant details and Lessee shall have a period of 10 days after receipt of such notice to cure the defect by tendering the shut in payment. The payment or tender of royalty under this paragraph may be made by the check of the **Lessee** mailed or delivered to the parties entitled thereto at their last known address on or before the due date.

6. Continuous Drilling.

a. If within one hundred twenty (120) days before or at the expiration of the **Primary Term** and the **Lessee** is conducting operations in an effort to obtain production in paying quantities, this **Lease** shall remain in force as to all acreage and depths as long as there is no lapse of more than one hundred twenty (120) days between the completion of one well and the commencement of the actual drilling of another well within the pooled unit which includes the **Land**. The commencement of actual drilling means the penetration of the surface with a drilling rig capable of drilling to the anticipated total depth of the well. After a well is commenced, drilling operations must continue in a good and workmanlike manner in a good faith effort to reach the anticipated total depth with no cessation of operations for more than sixty (60) days. For the purpose of computing the time for the commencement of actual drilling of a well, each well will be deemed to have been completed on the date as shown on the completion report for the well, the date the well is "fraced", or sixty (60) days after the release of the drilling rig from the drillsite, whichever occurs first.

b. If at any time the maximum time for the commencement of the actual drilling of a well expires without the commencement of the well, or upon the expiration of the **Primary Term** if this **Lease** is not maintained by continuous drilling, this **Lease** will terminate, except as to the pooled acreage included within a pooled unit surrounding any well that is then producing in paying quantities or deemed to be producing in paying quantities by virtue of payment of shut-in royalties or by any other provision perpetuating the **Lease** contained herein (hereafter a "**Retained Tract**"), and as to each **Retained Tract**, this **Lease** will then terminate as to all depths below 100 feet below the stratigraphic equivalent of the base of the deepest producing formation on the **Retained Tract**. This **Lease** will be treated as a separate lease with respect to each **Retained Tract** and will continue so long as production in paying quantities continues from the pooled **Retained Tract** or the **Lease** is perpetuated by other provisions contained herein. If production from a **Retained Tract** ceases from any cause, this **Lease** will terminate as to that tract unless (1) the **Lessee** commences operations for drilling or reworking on the pooled **Retained Tract** within ninety (90) days after the earlier of (i) the cessation of production or (ii) the last date of production from the well in paying quantity, in which case this **Lease** as to that tract will continue in force as long as the operations are prosecuted with no cessation of more than sixty (60) days, and (2) if the drilling and/or reworking on the pooled **Retained Tract** results in production of oil and/or gas in paying quantities or (3) the **Lease** is perpetuated by other provisions contained herein. This **Lease** shall remain in effect as long thereafter as there is production of oil and/or gas in paying quantities from the pooled **Retained Tract** or the **Lease** is perpetuated by other provisions contained herein.

c. The **Retained Tract** may include all of the **Land** covered by this **Lease**. In the event this **Lease** is not perpetuated by other provisions contained herein, within sixty (60) days after the last to occur of the expiration of the **Primary Term** or the continuous drilling program, the **Lessee** must file in the county records and furnish to the **Lessor** a document designating each **Retained Tract** and the retained depths thereunder and releasing all other depths and acreage. If the **Lessee** fails to file timely a required document after sixty (60) days prior written notice from the **Lessor**, then the **Lessor** may do so, and the filing will bind the **Lessee**.

7. **Pooling.** The **Lessee** is hereby granted a limited right to pool or unitize the **Lands** covered by this **Lease** with other lands, leases, mineral estates or parts thereof for the production of oil and/or gas as provided herein. The **Lands** covered by this **Lease** cover areas within Carrizo's "Rice-Loh" Prospect" and Carrizo's "Lonestar" Prospect. Carrizo shall have the right to pool the **Lands** covered by this **Lease** which fall into Carrizo's "Rice-Loh" Prospect into one pooled unit and shall have the right to pool the **Lands** covered by this **Lease** which fall into Carrizo's "Lonestar" Prospect into another pooled unit.

Units pooled for oil or gas shall contain no more than the minimum number of acres necessary to obtain the maximum allowable, or if maximum allowable standard is not able to be calculated, units pooled for oil or gas shall contain the minimum number of acres permitted for such well under the field rules established by the Railroad Commission of Texas or any other regulatory agency having jurisdiction. In the absence of field rules, a unit pooled for oil or gas shall be no more than forty (40) acres for oil and 320 acres for gas. As used in this **Lease**, the term "horizontal well" means one that meets the definition of a "horizontal drainhole well" under statewide Rule 86 of the Railroad Commission of Texas and a "vertical well" is a well that is not a horizontal well. It is contemplated that the **Lessee** will explore the Barnett Shale formation. Notwithstanding the above, the size of a pooled unit for a horizontal well with production casing landed and cemented in the Barnett Shale and/or producing from the Barnett Shale formation shall not exceed six hundred forty (640) acres plus a 10% tolerance. Acreage covered by this **Lease** within a pooled unit shall be considered a **Retained Tract** under Section 6(b) and 6(c) above or other relevant provision set forth herein.

The **Lessee** shall file a Declaration of Pooled Unit in the county where the **Land** is located either before or after the completion of the well. Once established, the boundaries of a pooled unit may not be altered without the **Lessor**'s prior written consent. However, Lessee may pool into the unit a newly acquired lease or leases covering lands located entirely within the boundaries of the unit as designated. Drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were upon or such production was from the **Land**. The entire acreage pooled in the unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this **Lease**. In lieu of the royalties herein provided, the **Lessor** shall receive on production from a unit so pooled only such portion of the royalties stipulated herein as the amount of **Lessor**'s acreage placed in the unit on an acreage basis bears to the total acreage so pooled in a particular unit involved.

8. **Offset Wells.** In the event a well (an "offsetting well") producing oil or gas is completed on adjacent or nearby land (closer than 330 feet) and is draining the **Land**, the **Lessee** must, within one hundred twenty (120) days after determining that a reasonable and prudent operator in the same or similar circumstances would drill an offset well with a reasonable expectation of receiving a profit, commence operations for the drilling of an offset well on the **Land** and must diligently pursue those operations to the horizon in which the offsetting well is producing, or at the option of the **Lessee**: (i) execute and deliver to the **Lessor** a release in recordable form of the acreage nearest to the offsetting well limited to the formation being produced by the offsetting well; or (ii) pay the **Lessor** as a royalty each month a sum equal to the royalty that would be payable under this **Lease** if the production from the offsetting well had come from the **Land**. The obligation of the **Lessee** to either drill an offset well, release acreage or pay compensatory royalty as required above shall not apply if there is already a well drilled on the acreage nearest the offsetting well that prevents drainage from the offsetting well. In the event acreage is released pursuant to (i) above, the release will cover a size and shape so as to permit a producing well, if drilled on the released acreage, to be allocated the same maximum production allowable as the offsetting well. An offsetting well producing from a bottom hole location closer than 330 feet of the land shall be presumed to be draining the **Land**.

9. **Fixtures.** While the **Lessee** is not in default under this **Lease**, and except as otherwise provided, the **Lessee** will have the right at any time within three (3) months after the expiration of this **Lease** to remove all property and fixtures placed by the **Lessee** on the **Land**, including the right to draw and remove all casing. Immediately after the three (3) month period after the expiration of this **Lease**, all property and fixtures placed by the **Lessee** on the **Land**, which have not been removed, shall belong to the **Lessor**.

10. **Surface Operations.** There is hereby excepted and reserved to the **Lessor** the full use of the surface of the **Land** and all rights with respect to the surface and subsurface thereof for any and all purposes except to the extent herein leased to the **Lessee**. Any use by the **Lessee** of the subsurface shall be limited to the area at least 500 feet below the surface. The **Lessor** reserves and excepts from this **Lease** all of the surface of the **Land**, and the **Lessee** hereby releases any and all rights to use the surface of the **Land** that the **Lessee** would otherwise have as the **Lessee** of the oil and gas in or on the **Land** and the **Lessee** agrees not to conduct any operations or activities of any nature on the surface of the **Land**. the **Lessee** shall have no right to use the surface and the **Lessee** agrees that it will not use the surface of the **Land** for its oil and gas operations or any other purpose under this **Lease** or under the authority of any other oil and gas lease covering the **Land**.

11. **Assignments.** The **Lessor** is granting rights to the **Lessee**, that the **Lessor** would not grant to others. Therefore, the right to serve as the Operator of record under this **Lease** and any interests therein and the rights to serve as the operator of record regarding the interests in the **Land** may not be assigned, in whole or in part, directly or indirectly, without the prior written consent of the **Lessor**, which consent may not be unreasonably delayed or withheld, provided however, it is reasonable for the **Lessor** to withhold such consent if in the reasonable judgment of the **Lessor** the assignee does not have the financial resources to prudently develop the **Land** or does not possess a good business reputation in the Barnett Shale Play, or is not a skilled and prudent operator. The **Lessor**'s consent to any assignment of operations shall not constitute consent to any other assignment. Notwithstanding the above, the **Lessor**'s consent is not required for an assignment of operations of this **Lease** to XTO Resources, Chesapeake Energy or Devon Energy, or any affiliate, parent or subsidiary of same. However, the **Lessor** shall be given written notice of any such assignment.

12. **Force Majeure.** Should the **Lessee** be prevented by reason of **Force Majeure** from complying with any express or implied covenant of this **Lease** (other than a requirement to pay money), from conducting drilling or reworking operations on the **Land**, or from producing oil or gas, then while so prevented, that covenant will be suspended for up to two (2) years; the **Lessee** will not be liable for damages for failure to comply therewith; this **Lease** will be extended so long as the **Lessee** is prevented from conducting drilling or reworking operations on or from producing oil or gas from the **Land** for up to two (2) years; and the time while the **Lessee** is so prevented will not be counted against the **Lessee**. "**Force Majeure**" means any Act of God, any federal or state law, any other, ordinance, rule, or regulation of governmental authority, or inability of the **Lessee** to reasonably obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within the **Lessee**'s control. This paragraph is, however, in all things, subject to the limitations of time during which this **Lease** may be continued in force by the payment of shut in gas royalties.

13. **No Warranties.** The **Lessor** makes no warranty of any kind with respect to title to the **Land**. By acceptance of this **Lease**, the **Lessee** acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the **Land**. If the **Lessor** owns an interest in the **Land** less than the entire fee simple estate, then the royalties and other payments payable hereunder will be reduced proportionately.

14. **Notices.** All notices, requests, and other communications under this **Lease** shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested, addressed as follows: All notices will be deemed given and reports will be deemed delivered if sent by certified letter, properly addressed and deposited in the United States mail, postage prepaid, to the **Lessor** and the **Lessee** at the addresses shown below.

If intended for the **Lessor**:

Peter M. Flynn
The Catholic Center
800 West Loop 820 South
Fort Worth, Texas 76108-2919
Telephone: (817) 560-3300
Facsimile: (817) 244-8839
E-mail: pflynn@fwdioc.org

and

John W. Crumley
501 University Centre I
1300 South University Drive
Fort Worth, Texas 76107-5737
Telephone: (817) 334-0291
Facsimile: (817) 334-0775
E-mail: crumley1@airmail.net

If intended for the **Lessor**:

Carrizo Oil & Gas, Inc.
1000 Louisiana Street, Suite 1500
Houston Texas, 77002
Attn: Land Manager _____

Telephone: (713) 328-1000 _____
Facsimile: _____
E-mail: _____

or at such other address, and to the attention of such other person, as the parties shall give notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof, whether actually received or not, four business days after deposit of both the original and copy in a properly addressed postage prepaid certified return requested envelope in the post office or official depository of the United States Postal Service. If the **Lease** is assigned or otherwise or transferred to another entity and such entity fails to give notice to the **Lessor** of an address for notice to be served on the entity, then notice shall be deemed served on said entity when sent to the original **Lessee** at the address contained for the **Lessee** in this **Lease**.

15. **Attorney's Fees.** In the event that either party shall be required to employ legal counsel for the enforcement of any provision of this **Lease** and prevails, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorney's fees and expenses incurred.

16. **Insurance.** At all times while this **Lease** is in force, the **Lessee** shall acquire and maintain insurance covering all of its operations in and under the **Land** or acreage pooled therewith, including any work performed on its behalf by contractors, subcontractors, and others. The policies shall include coverage for comprehensive general liability for bodily injury and property damage with a limit of Five Million Dollars (\$5,000,000.00), blowout and loss of well coverage with a limit of Three Million Dollars (\$3,000,000.00), and coverage for any damage to the environment resulting from a blowout, including coverage for the cost of cleanup and surface remediation, with a limit of Five Million Dollars (\$5,000,000.00). The policies shall show the **Lessor** and the owner of the surface of the **Land** as additionally insured parties. The **Lessee** shall furnish a certificate from the issuing insurance company or companies evidencing the coverage prior to conducting any operations.

17. **Indemnity.** OTHER THAN LESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE LESSOR, THE CATHOLIC DIOCESE OF FORT WORTH, ITS REPRESENTATIVES,

SUCCESSORS, AND ASSIGNS AGAINST ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE INCLUDING THOSE FOR INJURY TO OR DEATH OF PERSONS, LOSS OR DAMAGE TO PROPERTY, TRESPASS OR NUISANCE, AND INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES, EXPERT FEES, AND COURT COSTS, CAUSED BY, OR RESULTING FROM THE LESSEE'S OPERATIONS ON THE LAND, THE LESSEE'S MARKETING OF PRODUCTION FROM THE LAND, OR ANY VIOLATION OF ANY LAW, RULE, REGULATION, OR ENVIRONMENTAL REQUIREMENTS BY THE LESSEE. AS USED IN THIS PARAGRAPH, THE TERM "LESSOR" INCLUDES THE CATHOLIC DIOCESE OF FORT WORTH'S AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, AND ANY OTHER PERSON ACTING UNDER ITS DIRECTION AND CONTROL, AND ITS INDEPENDENT CONTRACTORS. THE TERM "LESSOR" ALSO INCLUDES THE PARISH, PASTOR, PARISH PRIEST, PARISH COUNCILS, EMPLOYEE OF THE PARISH, AND PARISH'S REPRESENTATIVE.

18. Miscellaneous Provisions.

- a. In the event this **Lease** expires for any reason as to all or any part of the **Land**, the **Lessee** shall promptly furnish the **Lessor** with a written, recordable release covering all of the **Land** or that portion of the **Land** to be released.
- b. Nothing in this **Lease** negates the usual implied covenants imposed upon the **Lessee**.
- c. The **Lessee** will give the **Lessor** at least five (5) days prior notice in writing before conducting drilling, recompletion, or reworking operations in or under the **Land**. Upon Lessor's written request, the **Lessee** shall furnish to the **Lessor** copies of applications to drill, well tests, completion reports, plugging records, and production reports. The **Lessee** agrees, if requested by the **Lessor**, to furnish the **Lessor** with copies of logs and surveys taken promptly after taking them. The **Lessee** will divulge to the **Lessor** correct information as to each well, the production therefrom, and such non-proprietary technical information as the **Lessee** may acquire. The **Lessor** has the right to be present when wells or tanks are gauged and production metered and has the right to examine all run tickets and to have full information as to production and runs and to receive copies of all run tickets upon request. The **Lessor** shall keep all such information confidential.
- d. The term "production" means production in paying quantities. No obligation of the **Lessee** to pay money under this **Lease** will be excused or delayed by reason of **Force Majeure**. The **Lessee**'s obligations to pay money under this **Lease** are to be performed in Tarrant County, Texas.
- e. Paragraph headings are used in this **Lease** for convenience only and are not to be considered in the interpretation or construction of this **Lease**.
- f. The execution or ratification by the **Lessor** of any division order, gas contract, or any other document will not alter any provision of this **Lease**, unless the intent to do so is expressly stated in the document and said provisions are specifically called to the **Lessor**'s attention in a separate letter to the **Lessor**.
- g. Under no circumstances may the **Lessee**, its agents, employees, or contractors come on the **Land**.
- h. The **Lessee** agrees to furnish to the **Lessor** a copy of each title opinion or report obtained by the **Lessee** that covers all or any part of the **Land** together with a copy of each title curative document obtained by the **Lessee**.
- i. This **Lease** is binding upon and for the benefit of the **Lessor**, the **Lessee**, and their respective heirs, personal representatives, successors, and assigns.

19. **Community Lease.** If the **Land** covered by this **Lease** consists of separate tracts, then the **Lessor**, by executing this **Lease** covering the separate tracts, intends to create a community lease covering its oil and gas interests in all of the tracts.

20. Lessee is hereby given the exclusive option to extend the primary term of this lease for an additional one (1) year from the expiration of the original primary term plus any extension of the primary term extended under any lease provision contained herein. This option may be exercised by Lessee at any time during the original one year primary term, plus any extension period occurring as a result of other lease provisions contained herein, by paying to Lessor or their heirs, successors or assigns, the sum, per net mineral acre, equal to \$11,500.00 per net mineral acre made by Lessee. Lessee shall exercise such option and such option shall be deemed to be properly, timely and fully exercised by Lessee if Lessee forwards written notice of such election along with the payment to Lessor by either, (i.) U.S. Mail, (ii.) Overnight Delivery Service, or (iii.) by personal delivery, postage prepaid, to Lessor's last known address, which, in either case, shall occur prior to the end of the primary term hereof, plus any extension period occurring as a result of other lease provisions contained herein.

Executed on the date first written above.

LESSOR:

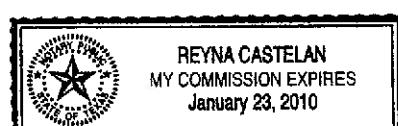
The Catholic Diocese of Fort Worth

Kevin W. Vann
Kevin W. Vann, J.C.D., D.D.,
Bishop of The Catholic Diocese of Fort Worth

By: Rev. E. James Hart,
Agent and Attorney-in-Fact for
Kevin W. Vann, J.C.D., D.D.,
Bishop of the Catholic Diocese of Fort Worth

STATE OF TEXAS
COUNTY OF Tarrant

This instrument was acknowledged before me on this 20th day of November 2008, on behalf of Kevin W. Vann, J.C.D., D.D., Bishop of the Catholic Diocese of Fort Worth by Rev. E. James Hart, as Agent and Attorney-in-Fact for Kevin W. Vann, J.C.D., D.D., Bishop of the Catholic Diocese of Fort Worth, in the stated capacity and on behalf of the Catholic Diocese of Fort Worth.



Regina Castelan'
Notary

EXHIBIT "A"

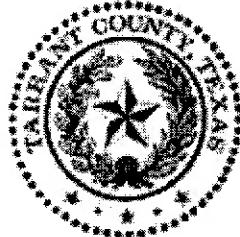
LEGAL DESCRIPTION

16.198 acres of land, more or less, out of the City of Arlington, Tarrant County, Texas, more particularly described in the following two (2) tracts of land, to wit:

14.54 acres of land, more or less, being all of Lot 2, of the Lee, AJ Addition, an addition to the City of Arlington, Tarrant County, Texas, according to that certain plat recorded in Volume 388-29, Page 61, of the Plat Records of Tarrant County, Texas.

1.658 acres of land, more or less, being all of Tract 3B02, A-957 out of the Alfred J Lee Survey, City of Arlington, Tarrant County, Texas, and more particularly described in that certain warranty deed dated January 10, 1978 and recorded in Volume 6401, Page 128, of the Deed Records of Tarrant County, Texas.

Return to: Eagle Land Services, Inc.
c/o Brandon Brotherton
4209 Gateway Drive
Colleyville, TX 76034



EAGLE LAND SERVICES INC
C/O BRANDON BROTHERTON
4209 GATEWAY DRIVE
COLLEYVILLE TX 76034

Submitter: ERIC JOHNSON

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 01/16/2009 09:16 AM
Instrument #: D209011933
LSE 10 PGS \$48.00

By: _____



D209011933

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: CA